

## REMARKS

This Response is submitted in reply to the Office Action dated April 26, 2007, and the Advisory Action dated July 12, 2007. Claims 1 to 35 and 44 to 60 are pending. Claims 1, 21, 23, 31, 35, 44, 47 and 52 have been amended. No new matter has been added. A Petition for a One-Month Extension of time and a Request for Continued Examination are submitted herewith. The Commissioner is hereby authorized to charge deposit account 02-1818 for any fees which are due in connection with this Response.

According to the Advisory Action, the rejections under 35 U.S.C. §103(a) set forth in the Office Action dated April 26, 2007, are maintained. In particular, the Office Action rejected Claims 1-10, 21, 23-26 and 31 under 35 U.S.C. §103(a) as being unpatentable over U.S. Patent No. 5,931,467 to Kamille ("*Kamille*") in view of U.S. Patent No. 6,217,448 to Olsen ("*Olsen*"). The Office Action also rejected Claims 11 to 20, 22, 27 to 30, 33 to 34 and 44 to 60 under 35 U.S.C. §103(a) as being unpatentable over *Kamille* in view of U.S. Patent No. 6,190,255 to Thomas et al. ("*Thomas*") and in further view of *Olsen*. The Office Action further rejected Claim 35 under 35 U.S.C. §103(a) as being unpatentable over *Kamille* in view of U.S. Patent No. 6,485,367 to Joshi ("*Joshi*") and in further view of *Olsen*.

As previously made of record and acknowledged by the Patent Office, *Kamille* does not disclose basing the probability of whether a winning outcome is provided to a player in a second round on the number of non-selected outcomes in a first round. The Office Action relies on the teachings of *Olsen* to conclude that it would have been obvious for one of skill in the art to modify *Kamille* to arrive at the claimed invention. For at least the reasons previously made of record, Applicants respectfully submit that one of skill in the art would not have been motivated to combine *Olsen* with *Kamille* in the manner suggested by the Office Action. Applicants also submit that, even if *Olsen* is properly combinable with *Kamille*, the combination of these references do not disclose each and every element of the claimed invention for the additional reasons set forth below.

*Olsen* discloses that if bonus payouts in a bonus mode exceed the amount in a bonus pool, the game acts to restore the amount in the bonus pool before the bonus mode is again triggered. *Olsen*, column 12. However, the Office Action appears to suggest at page 9 that basing the probability of whether a winning outcome is provided to a player in a second round on the number of non-selected outcomes in a first round can be interpreted as “the next bonus round will offer winnings based on the amount left on the bonus pool after each round ends”.

1. *Olsen* does not disclose basing the winnings offered in the next bonus round on the amount left on the bonus pool after each round ends. In particular, *Olsen* does not teach or suggest an “amount left on the bonus pool after each round ends.” In contrast, *Olsen* repeatedly states that it is “the depletion of the bonus pool [that] triggers an end to the bonus mode.” *Olsen*, column 12, lines 14-15, 34-35, and Fig. 3. Therefore, in *Olsen*, it appears that no amount would be left at the end of a bonus round.

2. Even if *Olsen* can be interpreted to disclose an amount left after the end of a bonus round, *Olsen* discloses no relationship between the amount of the bonus pool and the number or amounts of bonus payouts provided to the player during the bonus mode. Assuming, *arguendo*, that the amount of the bonus pool not included in the bonus payout in one bonus mode are non-selected outcomes of a first round, and the bonus payouts in the next bonus mode are outcomes of a second round as suggested in the Office Action, the bonus payout in the next bonus mode appears to be completely independent of the bonus pool in the previous bonus mode. The bonus payouts of the second bonus mode do not appear to be based on the amount of the bonus pool in the second bonus mode or the previous bonus mode. Each bonus payout may be any amount, and, in fact, according to *Olsen*, may even exceed the amount of the bonus pool. As stated in *Olsen*, the amount of the bonus pool does not reflect the total of bonus payments paid by the bonus mode. *Olsen*, column 12, lines 35-37. Therefore, the bonus payouts in *Olsen* are independent of the amount in the bonus pool.

According to *Olsen*, if 100 credits are necessary to trigger a bonus mode and if 100 credits are accumulated through game play and are contributed to a bonus pool, a bonus mode will begin. During the bonus mode, players may be provided any number or

amounts of bonus payouts, regardless of the amount of the bonus pool. If players are provided bonus payouts during the bonus mode that exceed 100 credits, such as an extra 10, 20, 50 etc. credits, then the difference is restored to the bonus pool during normal game play before the next bonus mode is triggered. *Olsen*, column 12, lines 37-45. For example, if the amount of the bonus payouts in the bonus mode exceeds 100 credits by 10 credits, contributions to the bonus pool in the amount of 110 credits must be accumulated through game play for the next bonus mode to be triggered. Nothing in *Olsen* appears to indicate that the bonus payout in the next bonus mode is affected by the amount of the bonus pool in the previous bonus mode. Therefore, the amount of the bonus pool in a bonus round does not appear to determine whether the player in a next bonus round receives a bonus payout in *Olsen*.

Accordingly, *Olsen* does not appear to disclose selecting one of different probabilities of providing a winning outcome of a second round based exclusively on the number of non-selected outcomes of a first round as in Claims 1 and 11.

*Olsen* does not appear to disclose selecting one of different probabilities of providing a positive outcome of a second round based exclusively on the number of non-selected positive outcomes of a first round as in Claims 21 and 22.

*Olsen* does not appear to disclose selecting one of different probabilities of providing a positive outcome of a second round if a player rejects a selected outcome of a first round, wherein the probability of providing the positive outcome of the second round is selected based exclusively on the number of non-selected outcomes of the first round as in Claim 35.

*Olsen* does not appear to disclose selecting one of probabilities of obtaining a modifier of a second round, wherein the probability of obtaining the modifier is selected based exclusively on the number of non-provided values of a first round as in Claims 44 and 57.

*Olsen* does not appear to disclose selecting one of probabilities of obtaining a modifier of a second round, wherein the probability of obtaining the modifier of the

second round is selected based exclusively on the number of un-revealed values of a first round as in Claims 47 and 52.

Additionally, as stated in the Response to the Office Action dated April 26, 2007, *Kamille*, alone, or in combination with *Olsen*, does not appear to disclose a range of different independently determined values of a first round wherein the greater the indicated value of the first round, the lower the selected probability of obtaining a modifier of a second round as in Claims 23 and 27 or the higher the selected probability of obtaining a modifier of a second round as in Claim 31 and 33. *Kamille*, alone, or in combination with *Olsen* also does not appear to disclose providing a player the indicated value of the first round if the determination is not to provide the player the modifier of the second round or modifying the indicated value of the first round by the modifier of the second round if the determination is to provide the player the modifier of the second round. No such relationships appear to be taught or suggested in either reference. Accordingly, Applicants respectfully submit that *Olsen* fails to cure the deficiencies of *Kamille*.

Furthermore, even if *Thomas* or *Joshi*, can be properly combined with *Kamille* and *Olsen*, *Thomas* and *Joshi* fail to cure the deficiencies of *Kamille* and *Olsen* set forth above and in Applicants' Remarks made of record. Therefore, Applicants respectfully submit that Claims 1, 11, 21, 22, 23, 27, 31, 33, 35, 44, 47, 52 and 58 and the Claims which depend therefrom are in condition for allowance.


Additionally, certain of the claims have been amended to further clarify the claimed invention.

An earnest endeavor has been made to place this application in condition for allowance and such allowance is courteously solicited. If the Examiner has any questions related to this Response, Applicants respectfully submit that the Examiner contact the undersigned.

Respectfully submitted,

BELL, BOYD & LLOYD LLP

BY

A handwritten signature in cursive script, appearing to read "Adam H. Masia", is written over a horizontal line.

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